



FRISCO

Internal Memorandum

To: George Purefoy, City Manager
From: Perry Harts, Director of Development Services
Date: 11/19/2000
Re: Contract to Purchase an Enterprise Data System

Currently we are using a DOS system, made by Accela Inc, to process our building permits. The program has served well over the years but technology has passed it by and we have out grown the system. Last fiscal year the program was used to account for \$4.6 million in permit fees.

The disadvantages of the DOS version:

1. It is very outdated.
2. Accela has said they will soon stop providing service to their DOS programs.
3. It is not an open database that would allow other programs to see and share the data. This makes it impossible to create a seamless enterprise database for Development Services and Planning.
4. Does not interface our Windows environment well.
5. Does not allow hand held computers to be interfaced. The hand helds will enable inspectors to enter data as they go through the day. Currently they enter data at the end of the day or the next morning.
6. It does not allow for any Internet applications.

Accela's cost to upgrade to their Windows system is \$54,366.48 including the hand held interface. The program overcomes all of the above shortcomings of DOS. Since the cost to upgrade was so high I looked at other vendors to get a comparison price. The price for the building permitting software ranges from \$5,000 to hundreds of thousands. I talked to a number of cities to find out what they are using.

My search found a software solution in the same price range made by CRW Associates and appears to be more user friendly and powerful. They are a Qualified Information Systems Vendor (QISV) (<http://www.gsc.state.tx.us/stpurch/qisv.html>) through the Texas General Services Commission. This means we do not have to go out for bids. Their price is \$65,042.

Attached is a comparison sheet, which shows a number of advantages for CRW Associates. Base on the advantages with CRW, I recommend the selection of CRW.

frisco2\Perry\Building\Permit Software\CRW CC Memo.doc

November 19, 2000

The price does not include the cost to purchase the notebook computers which are to be used for hand helds. This was budgeted for FY01. It does not include the hardware or maintenance for Internet connection. Also attached is a summary of the cost.

I did not include user training because the system administrator should be able to do the user training. Our GIS consultant under our existing contract will do the GIS interface.

Software Comparisons

	Accela	CRW
Ability to track development as a full enterprise database for planning, engineering, construction inspection and building inspection. This will enable those department to share the same data..	Good	Excellent
User friendly software.	Good	Excellent
Ability to expedite implementation.	I am very concerned about their lack of a sense of urgency. The sales staff is sometime slow on returning calls.	Very motivated to implement on a fast schedule. Denton went on line a few months early.
Software Support. This is based on our experience with Accela and the references from other cites for both companies.	Gets by	Excellent
Our perception of the employees.	Accela is the big gorilla in their industry. Their employees have some of that attitude.	We have been very pleased with the "can do" attitude. They are practical and have a lot of common sense.
Database	MS Access	MS Access
Expandable of software for a larger city.	Have an SQL Server and Oracle Version.	Have an SQL Server and Oracle Version.
Upgrade cost.	The current upgrade is very expensive, but future ones are free.	Free as long as we are current on our annual maintenance.
Internet interface.	Accela provides everything for the internet interface at no cost. They recoup their cost by charging our customers up to \$20 per transaction. It appears their business plan is turn this service into a cash cow for them.	CRW has concerns about the Accela business plan. They think our customers would resent paying such high fees to a third party. Under CRW's plan we could impose our own fees and pay for our cost. The cost is \$10,000 for hardware and the maintenance is \$500 per month.

Cost comparison of Vendors for Building Permits

Item	Accela	CRW
Software support from 7/1/00 to 6/30/01	\$2,524.00	
Migration Cost, basic	\$8,714.48	
Data Conversion	\$32,588.00	
Turn Key Solution		\$65,042.00
Lap Top Software	\$5,000.00	
Upgrade from 8 to 20 users	\$5,540.00	
Travel Cost Training		
Travel Cost		\$1,500.00
Total	\$54,366.48	\$66,542.00

Future Cost Per Year

One Year Maintenance	\$8,553.48	\$7,187.00
Web Site Maintenance		\$6,000.00
Total	\$8,553.48	\$13,187.00

Additional Cost to other parties

Items	Number	Cost per unit	Extended cost
Notebook Computers	13	\$2,100.00	\$27,300.00

\$27,300.00

	Accela	CRW
Total Program Cost, including hardware and one year of maintenance	\$90,219.96	\$107,029.00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FRISCO, TEXAS
HEREBY AUTHORIZING THE MAYOR OF THE CITY OF FRISCO, TEXAS TO
EXECUTE AN AGREEMENT FOR A DATA SYSTEM AND SERVICES, BETWEEN
THE CITY OF FRISCO AND CRW ASSOCIATES CONSULTING ENGINEERS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FRISCO, TEXAS:

SECTION 1: The Mayor of the City of Frisco, Texas, is hereby authorized to
execute, on behalf of the City Council of the City of Frisco, Texas, an Agreement to
construct to purchase software, convert data and implement system, between the
City of Frisco and CRW Associates Consulting Engineers, a copy of which is
attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the _____ day of _____, 2000.

Kathleen A. Seei, Mayor

ATTEST TO:

City Secretary

AGREEMENT
FOR THE INSTALLATION AND USE OF
DEVELOPMENT SERVICES SOFTWARE

This Agreement is entered into this _____ day of _____, 2000, by and between the City of Frisco, TX, (hereinafter "CLIENT") and CRW Systems, Inc, d.b.a. CRW ASSOCIATES, (hereafter "CRW") for the installation of permit, inspection, code compliance, and planning and zoning software, and other services, as specifically provided herein (hereafter referred to as "the Project").

Whereas, CLIENT, pursuant to 271.081-.083, Local Government Code, is entitled to participate in the State Purchasing and General Services Commission Program; and

Whereas, CRW, pursuant to chapter 2157, Government Code, is a qualified information systems vendor and

Whereas, CLIENT, pursuant to chapter 2157, Government Code, has investigated and determined that the goods and services offered by CRW in conjunction with this Agreement is the best value available to CLIENT.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES / SCHEDULE OF WORK

A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated permits and inspection management software system.

A.2. COMMENCEMENT DATE / SCHEDULE OF WORK:

A.2.1. The commencement date of this Agreement shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT, and (c) the initial contract payment as provided in this Agreement. CRW shall not be obligated to perform any work pursuant to the Project, including labor or materials, prior to the commencement date as defined herein.

A.2.2. A Schedule of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibit A and incorporated herein by this reference. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.

B. DUTIES AND OBLIGATIONS OF CRW

B.1. SCOPE OF WORK:

B.1.1 After the commencement date, CRW shall perform the following services:

- (1) Install Permit Tracking, Inspection Management, Code Compliance Management and Planning and Zoning Management software.

CLIENT_____ CRW_____

- (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.
- (3) Provide hands-on, Administrator Training, as specifically provided herein.
- (4) Provide on-site, hands-on, User Training, as specifically provided herein.
- (5) Provide full-day on-site support on implementation date, as specifically provided herein.
- (6) Provide dial-in telephone support during Annual Maintenance period as provided herein. CLIENT to provide local workstation with PCAnywhere (or equivalent) connection.

B.1.2. CRW shall install software and provide all services in a good and workmanlike manner in accordance with the Schedule of Work, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

B.2. IMPLEMENTATION:

CRW shall perform implementation services including setup of fee formulas, valuation schedules, and reports/forms. The number of fee items shall not exceed fifteen (15), the number of valuations shall not exceed twenty (20), and the number of reports/forms shall not exceed ten (10).

B.3. DATA CONVERSION:

CRW shall provide database conversion services necessary to convert the CLIENT's existing permit database to CRW system format. To accomplish this conversion, the CLIENT will provide a copy of the existing database in BTRIEVE, ASCII, dBase, Excel, or Access format.

B.4. ADMINISTRATOR TRAINING:

CRW Associates shall provide two (2) days of training for System Administrators, for up to three (3) staff members per training day. This training will be included at no additional charge if conducted at CRW Offices. If CLIENT requests this training at CLIENT offices, then an additional training fee of four thousand dollars (\$4,000) will be paid by CLIENT.

B.5. USER TRAINING:

CRW Associates will provide three (3) days of training for System Users, for Permit Trak, Code Trak, and Project Trak software. Training will be conducted at CLIENT offices for up to ten (10) staff members. It is assumed by CRW that the staff to be trained for the software will have a basic knowledge in the use of personal computers and MS-Windows. It is the CLIENT's responsibility to provide adequate training facilities and equipment for this training.

B.5.1 A fee of three hundred fifty dollars (\$350) per day will be assessed for each staff member to be trained in excess of ten (10), when such training occurs concurrently with B.5.

B.5.2 User Training shall be provided if CLIENT accepts Option Item #1 from Exhibit "C".

B.6. MAINTENANCE AND SUPPORT:

Software maintenance and support will be provided as outlined in Exhibit B attached hereto and incorporated

CLIENT_____ CRW_____

herein for all purposes.

B.7. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:

CRW shall NOT be responsible for any damages resulting from (a) failure of CLIENT to furnish information and access in accordance with paragraph C.1 ; (b) failure of CLIENT to approve or disapprove of CRW's work, (c) failure to cooperate as provided in paragraph C.2, and/or (d) strikes, lockouts, accidents, or acts of GOD.

C. DUTIES AND RESPONSIBILITIES OF CLIENT:

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

C.1.1. CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:

1. Current valuation and fee structures
2. Current Permit, Project and Violation Type designations and categories
3. Examples of all current reports used by the CLIENT relating to permit management.
4. Any exceptions to the typical permit process, or any special permit processing requirements.

C.1.2. The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.

C.1.3. The CLIENT understands that the intended audience of the user training is computer users with a basic knowledge of permit processing and MS Windows functions. The CLIENT understands that users without this knowledge will not receive the full benefit of the training.

C.2. CLIENT COOPERATION:

C.2.1. The parties understand that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the Project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

C.2.2. CLIENT further understands that timely completion of the Project is dependant in significant part on effective and timely communication between CRW and the CLIENT Representative and/or System Administrator, as designated in this Agreement. The CLIENT agrees to provide available information within two working days of a written request.

D. COMPENSATION

D.1. CRW COMPENSATION AND FEES:

CLIENT agrees to compensate CRW for professional services rendered products provided under this Agreement for the total contract price of **\$ 65,042 (Sixty Five Thousand and Forty Two Dollars)**, which amount shall include all labor, materials, products, taxes, insurance and all other costs associated with the Project, except any specific optional items identified in Exhibit C "Summary of Project Fee." Contract price shall not include the price of any hardware associated with the Project, which shall remain the responsibility of

CLIENT_____ CRW_____

CLIENT. In addition, this fee shall not include any changes to the work as may be requested by CLIENT and incorporated into the Project pursuant to a written request by CLIENT as provided in section E of this Agreement.

D.2. TERMS OF COMPENSATION

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit C "Summary of Project Fee." CLIENT shall pay all invoices within thirty (30) days of receipt of the invoice. Failure of CLIENT to pay invoices within forty-five (45) days of the date of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance.

The CLIENT shall notify CRW of any disputed invoices within fifteen (15) days of receipt of invoice. The CLIENT shall pay all undisputed invoices within thirty (30) days of receipt. In the event CLIENT fails to pay any invoice within forty-five (45) days of the date of receipt, and CRW has, in CLIENT'S discretion satisfactorily performed its obligations under this Agreement as of the date of invoice, CRW shall have the right, within its sole and exclusive discretion, to either suspend all further work on the Project until any outstanding invoices have been paid, or terminate this Agreement upon written notice. Failure to exercise any right provided by this paragraph shall not be deemed as a waiver of the late payment fee provided above, or a waiver of any right to suspend or terminate the Agreement in the future due to failure of CLIENT to timely pay CRW invoices.

E. CHANGES AND ADDITIONS TO THE WORK

E.1 REQUIREMENT OF WRITTEN CHANGE ORDERS:

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative, as identified in F1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services evidenced by the signatures of CLIENT and CRW. Any such requests signed by the CLIENT Representative, or other authorized agent of CLIENT, and signed by an authorized representative of CRW, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

E.2. PAYMENT FOR ADDITIONAL WORK:

Any additional work approved as set forth in paragraph E.1 and performed by CRW shall be added to the contract price and billed in accordance with the "Summary of Project Fee" as outlined in Exhibit C of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

F. INSURANCE

F.1. WORKER'S COMPENSATION INSURANCE:

CRW maintains, and will continue to maintain, Workers' Compensation and Employer's Liability Insurance of a form and in an amount as required by state law.

F.2. GENERAL LIABILITY

CRW maintains, and will continue to maintain, Comprehensive General Bodily Injury and Property Damage

CLIENT_____ CRW_____

Liability, including Automobile (non-owned or hired), in the amount of One Million Dollars (\$1,000,000), combined single limits per occurrence and annual aggregate.

F.3. PROOF OF INSURANCE

Within thirty (30) days of CRW's execution of this Agreement, CRW shall deliver to CLIENT a Certificate of Insurance for Items F.1 and F.2 above as proof that said insurance will remain in full force throughout the term of this Agreement.

Within thirty (30) of CRW's execution of this Agreement, CRW shall provide CLIENT written proof that, CLIENT, its officers, representatives, agents, and employees agents, have been added as an additional insured under CRW's General Liability Insurance. CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT any failure to comply with this provision shall result in a default of this Agreement by CRW, entitling CLIENT to terminate this Agreement with out further notice to CRW.

G. TERMINATION

G.1. TERMINATION OF AGREEMENT

G.1.1. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective as set forth in the notice provision contained in paragraph J.9 herein. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials satisfactorily provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination. In addition, CLIENT shall remain liable to CRW for any and all expenses directly attributable to such termination, including, but not limited to, any cancellation charges, or other fees, charged by subcontractors and/or consultants retained by CRW to perform work on the Project; provided, however, CLIENT shall not be liable for said services, materials and expenses if CRW is in breach of the Agreement.

H. OWNERSHIP OF DOCUMENTS

H.1. OWNERSHIP OF DOCUMENTS

H.1.1. All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become the sole property of CLIENT after completion of the Project.

H.1.2. All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

H.1.3 Upon payment in full as provided in this Agreement, the CLIENT shall have a perpetual license to use the software.

H.2. SOURCE CODE ESCROW

H.2.1. CRW shall deposit into a software escrow account, as described below, a copy of the latest source code for the software being installed by CRW pursuant to this Agreement.

H.2.2. The escrow account will be at any bank or legal office chosen by CRW. CRW will deliver the source

CLIENT_____ CRW_____

code on floppy diskette to the bank or legal office for escrow, and CRW will provide updated source code to the bank or legal office semi-annually (or as long as the CLIENT maintains technical support). CRW will provide to client name and location and account number of software escrow.

H.2.3. CRW will pay the entire cost of this source code escrow account.

H.2.4. In the event that CRW ceases to do business or ceases to offer or provide support for the software it has provided to CLIENT pursuant to this Agreement, CLIENT will have the immediate right to access and use the source code and CRW shall take all necessary action to ensure, client's access and use.

I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES:

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

I.1. DESIGNATED CONTRACT REPRESENTATIVES:

I.1.1. The designated representative of CLIENT and CRW Associates is as follows:

CLIENT	CRW
Perry Harts Director of Development Services City of Frisco 6859 Main Street [Phone](972) 335-5580 ext 151 [Facsimile](972) 335-5579 [Email] devsvcs@ci.frisco.tx.us	Christopher R. Wuerz President, CRW Systems, Inc., d.b.a. CRW Associates 16980 Via Tazon, Suite 320 San Diego, CA 92127 Phone: (858) 451-3030 ext 11 Facsimile: (858) 451-3870 Email: chris@crwassoc.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party in accordance with paragraph J.9 herein prior to the effective date of change.

I.2 DESIGNATED SYSTEM ADMINISTRATOR:

I.2.1. The CLIENT Representative shall identify and designate a System Administrator. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1. above, or the System Administrator as identified below.

I.2.2. The System Administrator shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrator be someone with experience and competence with personal computers.)

I.2.2. The System Administrator for CLIENT is designated as follows:

Ray Grimes
City of Frisco

CLIENT_____ CRW_____

6859 Main Street
(972) 335-5580 ext 151
Facsimile (972) 335-5579
Email devsvcs@ci.frisco.tx.us

I.3 ONE CLIENT REPRESENTATIVE AND ONE SYSTEM ADMINISTRATOR:

There shall be only one designated CLIENT representative and one System Administrator at any one time. However, CLIENT may at any time designate a new representative or system administrator upon written notice to CRW as provided in paragraph J.9 herein.

J. MISCELLANEOUS GENERAL PROVISIONS

J.1. LICENSES

CRW shall maintain all business licenses as may be required by law.

J.2. STATUS OF CRW AS CONSULTANT

Throughout the term of this Agreement, CRW, its employees, representative, officers, directors, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

J.3. MEDIATION OF DISPUTES

Both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

J.4. APPLICABLE LAW

This Agreement, its interpretation and all work performed hereunder shall be governed by the laws of the State of Texas and venue shall lie exclusively in Collin County, Texas.

J.5. BINDING ON SUCCESSORS

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives, to the extent applicable by law

J.6. DUE AUTHORITY

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

J.7. ENTIRE AGREEMENT

CLIENT_____ CRW_____

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

J.9. Notice

Any notice, payment, statement demand or correspondence and/ or other communication required or permitted to be given hereunder by either party to the other must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid. Notwithstanding the above, any notice addressing issues related to termination of contract or failure to make timely payments shall be made by registered or certified mail with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For the purpose of notification, the addresses of the parties shall be as follows:

If intended for CLIENT, to : Perry Harts
Director of Development Services
6859 Main Street
Frisco, TX 75034

If intended for CRW, to Christopher R. Wuerz
President, CRW Systems, Inc., d.b.a. CRW Associates
16980 Via Tazon, Suite 320
San Diego, CA 92127

J.10 Assignment

This Agreement may not be assigned without the prior written consent of the other party.

J.11 Counterparts

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as an original for all purposes.

J.12 Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

J.13 Immunity

The parties agree that CLIENT has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

CLIENT_____ CRW_____

Dated: _____

Dated: _____

By: _____
Kathy Seei, Mayor City of Frisco

By: _____
Christopher R. Wuerz, President
President, CRW Systems, Inc. d.b.a.
CRW Associates

ATTEST:

Agency Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

(CLIENT attorney)

J. Reed Smith
Legal Counsel for CRW Systems, Inc.

CLIENT_____ CRW_____

EXHIBIT "A"

SCHEDULE OF WORK

Task Item:	Projected Target Date
1. Initial software delivery. Upon CLIENT approval of contract and signature of all documents by CRW and CLIENT, CRW delivers standard version of proposed Licensed Software Product on CD computer media. CRW begins to modify software product to meet contract commitments and customize screen displays and reports to meet CLIENT requirements.	November 28, 2000
2. Project kick-off meeting. CRW reviews project timetable and training schedule with CLIENT Computer Services and Community Development Dept. personnel. CRW adjusts schedule as required. CRW installs standard software with demonstration database for initial testing by CLIENT. CLIENT provides copy of existing data to CRW for preliminary conversion.	Wk of: December 12, 2000
3. Revised Software Delivery. CRW delivers and installs modified Licensed Software Product. CRW installs converted data for CLIENT review and testing. CRW demonstrates that software conforms to proposal specifications and additional commitments. CLIENT begins testing completed software using converted data. 3A. MS Access Server Database Configuration. CLIENT configures MS Access database, and installs data table structures. CRW assists CLIENT with database configuration	Wk of: January 8, 2001
4. Initial Training. CRW trains System Administrators. CLIENT tests system and verifies that it performs as specified and is ready for use. CRW corrects defects as necessary.	Wk of January 22, 2001
5. Data Delivery. Upon successful test results, CLIENT delivers complete existing historical data to CRW for final conversion	Wk of January 22, 2001
6. Pre-production Training. CRW trains Front Counter staff. CLIENT begins to use system for customer service. CRW assists CLIENT staff with initial operation.	date to be determined pending acceptance of Option 1, Exhibit C
7. Supplementary Training. CRW additional department staff, and provides supplementary training as needed. Review and usage of system by staff. Implement changes as needed.	date to be determined pending acceptance of Option 1, Exhibit C
8. Final Training. CRW trains Inspectors and additional staff as needed.	date to be determined pending acceptance of Option 1, Exhibit C
9. Final system acceptance by CLIENT. CLIENT completes Acceptance Testing, and certifies Permit and Inspection System delivered as specified and proposed. CRW corrects defects as warranted.	date to be determined pending notification by CRW that System has been installed.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone, not contractual date deadlines.

CLIENT_____ CRW_____

EXHIBIT "B"

SOFTWARE MAINTENANCE, UPDATE AND PROBLEM RESOLUTION

CRW will provide:

1. Telephone Support (first ninety (90) days after installation)

CRW encourages the CLIENT to contact CRW by phone to resolve high-priority issues or urgent problems. CRW maintains a log of all technical support questions initiated by the client, and CRW records these calls in 15-minute intervals. During the first ninety (90) days after final acceptance (as outlined in Exhibit F), of the software, there is no charge for this service.

2. Response to written problem reports:

For lower priority issues and questions, CRW provide a fax-in, e-mail or mail-in problem report. CRW encourage the CLIENT to submit these reports at any time. CRW's policy is to acknowledge receipt of all reports within two (2) days with a telephone call to the client, and to provide a resolution to the problem within ten (10) days of any report.

3. Monthly telephone follow-up call from CRW.

CRW will contact the CLIENT by phone at least once per month to check up on system performance, unanswered questions, etc. This monthly contact will be at no additional charge to the CLIENT.

4. All software upgrades, modifications

CRW will provide the CLIENT with all software upgrades and modifications. These new versions will be transferred to the client via diskette (if requested; limited to one update per month) or via modem through the Internet (unlimited number of updates). It is anticipated that at least one (1) software upgrade per month will be provided.

CLIENT_____ CRW_____

EXHIBIT "C"
SUMMARY OF PROJECT FEE

COST SUMMARY

Item 1	Software	\$ 28,750
Item 2	Installation and Configuration	\$ 11,500
Item 3	User Training – None	N/A
Item 4	System Administrator Training	Included. (To be conducted at CRW offices).
Item 5	Technical Support	No Charge for first six months.
Item 6	Annual Maintenance	\$ 7,187/yr. (Covers first yr after 6 months)
Item 7	Database Development – MS Access	Included
Item 8	Database Conversion	\$ 5,000
Item 9	eTrak It: Online Public Access*	Included
Item 10	eTrak It: Online Permits*	\$ 5,000 (CRW hosted)
Item 11	Inspection Laptop/Server Interface (Permit Trak)	\$ 5,000
Item 12	Implementation	\$ 7,500
Item 13	Travel**	Billable per occurrence.

SUB TOTAL **\$ 69,937**

Less Discount **\$ 4,895**

GRAND TOTAL **\$ 65,042**

Optional Items:

Item 1	User Training (10 staff members)	\$ 6,000
Item 2	GIS Interface	\$ 5,000
Item 3	eTrak It: Online Permits (City hosted)****	\$ 5,000

The City, at its sole discretion, may select or decline each of the above optional items individually within 60 days of contract execution.

The completion time for optional items will be mutually agreed upon by CRW and CLIENT at time of selection by CLIENT of any of the above optional items.

* Items 9 and 10 Does not include Monthly CRW Hosting Fee \$500 which will be billed monthly.

** Item 13 Travel Costs – 2 visits \$ 1,500

Travel expenses **are not** included in the contract price. All travel related costs (travel time, airfare, lodging, car rental and meals) will be billed as they are incurred.

**** Optional Item 3 eTrakIt software to be provided by CRW for installation at and web-hosting by the City. (Requires Item 10)

CLIENT_____ CRW_____

PAYMENT SCHEDULE

Percentage	Amount	Due Upon	Date Due
20%	\$ 13,008.40	Upon Initial Software Delivery. (Task Item 1)	TBD
20%	\$ 13,008.40	Upon Revised Software Delivery (Task Item 3)	TBD
20%	\$ 13,008.40	Upon Data Delivery (Task Item 5)	TBD
20%	\$ 13,008.40	Upon system acceptance*	TBD
20%	\$ 13,008.40	30 days after system acceptance	TBD
Total:	\$ 65,042.00		

CLIENT_____ CRW_____

EXHIBIT "D"
SOFTWARE LICENSE AGREEMENT

This License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of this date _____.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "*Trak It*".
2. Software provided to the CLIENT under this License allows the CLIENT the use, not own, the software.
3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent users for this license is twenty (20). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW .
5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. You may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.
6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
7. Neither CRW nor any of the people or companies involved in providing this license to the Client may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.
8. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.
9. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until Software is destroyed by client.

Agreed by CLIENT: _____ Date _____

CLIENT_____ CRW_____

EXHIBIT "E"
SYSTEM ACCEPTANCE and PROJECT SIGN-OFF

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.
2. CLIENT shall be allowed a period of thirty (30) days for System Acceptance Testing, beginning from the date of notification as provided in 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected.
4. CRW shall provide written notice to CLIENT when the 30-day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of building permits, inspections and fee collection from the general public. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.

CLIENT_____ CRW_____